

**RESOLUTION R2011-14**

**EAST WINDSOR TOWNSHIP  
MERCER COUNTY**

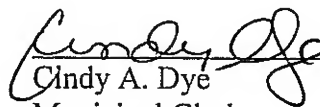
**WHEREAS**, as a result of negotiations, the Teamsters Local Union No. 469 and the Township of East Windsor have reached agreement on the terms and conditions of employment; and

**WHEREAS**, the Township Council has reviewed the attached Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey as follows:

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute the attached Collective Bargaining Agreement between Teamsters Local Union No. 469 effective January 1, 2010 expiring December 31, 2011.
2. A copy of the said Agreement will be available for public inspection in the Office of the Municipal Clerk.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the East Windsor Township Council at a meeting held on January 18, 2011.

  
Cindy A. Dye  
Municipal Clerk

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TEAMSTERS LOCAL UNION NO. 469  
3400 Hwy. 35 Suite # 7 Hazlet, NJ 07730  
(908) 888-0100**

**AND**

**THE TOWNSHIP OF EAST WINDSOR  
16 Lanning Boulevard, East Windsor, NJ 08520  
(609) 443-4000**

Effective: January 1, 2010  
Expiration: December 31, 2011

Contract: Teamsters Local Union No. 469

Collective Bargaining Agreement between  
Teamsters Local Union No. 469 & The Township of East Windsor

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Collective Bargaining Agreement between  
Teamsters Local Union No. 469 & The Township of East Windsor

This Agreement entered into by the East Windsor Township, hereinafter referred to as the "Employer" and Teamsters Local Union No. 469, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The effective date of this Contract shall be the date a final agreement is reached.

**Article I. INTERPRETATION AND RECOGNITION**

**Section 1:**

The Township hereby recognizes the union as the sole and exclusive negotiating agent and representative for all full-time and regular part-time employees of the Township employed in the following classifications: Equipment Operator I & II, Senior Mechanic, Laborer/Driver, Mechanic, Heavy Laborer, General Maintenance Worker and Custodian.

**Section 2:**

Excluded are all other employees of the Township, including all supervisory, managerial, confidential and professional employees other than those specifically included.

**Section 3:**

The title "employee" shall be defined to include the plural as well as the singular, and to include males and females.

**Article 2. CHECK-OFF**

The Employer agrees to deduct the initiation fee and/or dues from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union Office.

The Union agrees to file a dues deduction authorization form with the Employer for each employee, prior to such deductions.

The parties hereby acknowledge the passage of Assembly Bill No. 688, now known as P.L. 1979, Chapter 477, an Act which amends and supplements the "New Jersey Employer-Employee Relations Act" which has established an agency shop in the public sector. Said Act authorized a representation fee in lieu of dues from non-members of the unit to be applied toward non-member services and benefits as a result of Union representation.

It is agreed between the parties that by payroll deduction Local 469 will be forwarded eight-five (85%) percent of the regular membership dues, fee, initiation fee, and assessment now assessed to the members from the non-members as authorized by the Act.

The Union and the Employer acknowledges that they will comply with the terms and provisions of the Act in its entirety.

The Union hereby acknowledges that the amount of the representation fee and its intended use is subject to Section 2C of the Act.

The Union further acknowledges and states that any employee who pays the representation fee in lieu of dues shall have direct access to the Union Business Agent. If and when any questions arise as to the actual use by the Union of the representative fee, said employee has the right to obtain a review of the representation fee and if, in fact, any part of the representation fee is used for purposes prohibited by this Act, the Union will return a pro rata share of the representation fee to said employee.

If, after a review is made as aforementioned and the employee is unsatisfied with the results thereof, said employee has the right to appeal to a board appointed by the Governor to hear such appeals as set forth in Section 3 of the Act.

The Employer and the Union further acknowledge that this Article is subject to any rules and regulation promulgated by the Commission to effect the purposes of this Act.

### **Article 3. HOURS OF WORK**

#### **Section 1:**

Normal working hours are on employee's scheduled work period as prescribed by the Township. The regular work week shall consist of five (5) consecutive regular workdays, Monday through Friday. Parks workers' work week shall consist of five (5) consecutive regular work days within a seven day period. The regular workday for all employees shall consist of eight (8) consecutive hours, and shall run from 7:00 a.m. to 3:30 p.m.

#### **Section 2:**

Employees shall be entitled to a 15 minute rest period in the A.M. and a 15 minute rest period in the P.M..

#### **Section 3:**

There shall be a fifteen minute wash up time at the end of the work day.

#### **Section 4: Overtime**

- a. Time and one-half (1-1/2) shall be paid for all hours worked or paid beyond forty (40) hours in a regular workweek to consist from Sunday 12:00 a.m. to Saturday 12:00 midnight.
- b. Double (2) time the hourly rate for eight (8) or less hours worked on a Holiday plus eight (8) hours pay. All hours worked in excess of eight (8) hours on the Holiday shall be paid at triple (3) time the hourly rate.
- c. Overtime shall be offered in seniority order within the division that the overtime work is needed to be performed. If there are not enough employees willing to perform the overtime work within the Division, the overtime shall be offered in seniority order to the entire Public Works Department.

#### **Section 5: Call-back Time**

When an employee is called back to work he/she shall be guaranteed a minimum of two (2) hours. Said employee shall be covered by Workers' Compensation Insurance on his/her way back into work. Call-back work shall be paid at time and one half (1 1/2) except on Holidays. If an employee's starting time is within three (3) hours of the completion of a call-back, the employee can elect to remain on duty or leave and return at the regular starting time.

**Article 3. HOURS OF WORK (continued)**

**Section 6: Stand-by Time**

When an employee is on stand-by he/she shall be compensated. There shall be a six hundred dollar (\$600.00) yearly stipend for Public Works employees for stand-by in the months of November through March. The yearly stipend shall be paid in the first pay period in November of each year.

**Section 7: Compensation Time**

Compensatory time is any approved time off from duty for time worked over and above the normal workweek.

The non-management employees may receive time in lieu of overtime payments, for hours worked up to a total of 40 hours in a single workweek, subject to prior agreement between the department head and the employee. Hours worked in excess of 40 must be paid at time-and-a-half, in accordance with overtime.

Compensatory time in lieu of overtime payment may be accumulated at the employee's discretion up to a maximum of 240 hours. All other overtime must be compensated at the employee's hourly rate or at the appropriate overtime rate, whichever applies.



#### **Article 4. SENIORITY**

##### **Section 1:**

Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire as a full-time employee.

##### **Section 2:**

The Employer shall maintain an accurate up-to-date seniority roster showing date of hire, classification and pay rate of each employee covered by this Agreement, and the Employer shall furnish copies of the same to the Union upon reasonable request.

##### **Section 3:**

Promotion is an advancement in job classification having a higher level of duties and responsibilities and/or a salary range having a greater maximum. Promotion is based on merit and fitness with proper qualifications. Seniority in lower level positions will also be a factor in considering an employee for promotion.

##### **Section 4:**

Layoff is the separation of a permanent employee from a position for reasons other than delinquency or misconduct. Classes of employees subject to layoff will be determined by the Manager with the approval of Council. Layoffs shall be in the inverse order of seniority.

##### **Section 5:**

Recalls shall be in the inverse order of layoff, and employees on layoff shall be recalled before any individual is hired to fill a position for which the laid off employee is qualified.

##### **Section 6:**

An employee breaking service with the employer shall retain his seniority for a period of two (2) years.

## **Article 5. CLASSIFICATION OF POSITIONS**

### **Section 1:**

Studies of positions may be made from time to time to ensure that employees are properly compensated for their classifications and that position descriptions correctly reflect the duties and requirements of the positions.

### **Section 2:**

The Township Manager shall study the current duties and responsibilities of the position concerned and take appropriate action.

### **Section 3:**

An employee may submit a request in writing to the Township Manager at any time for a review of the duties and responsibilities of a position. Such a request shall be submitted through the Department Head and shall include the employee's own description of current duties and responsibilities. The Township Manager shall review the position to determine the correct classification within sixty (60) days of a request.

### **Section 4:**

Reclassification shall not be retroactive.

### **Section 5:**

Job descriptions detailing duties and responsibilities shall be provided to each employee.

## Article 6. WAGES

### Section 1:

A schedule of wages for the employment years covered by this Agreement is made part of this Article. Various levels of wages, dependent upon years of employment with the Township, are established for job classification.

The following are the job classifications:

Grade 8	Equipment Operator 2
Grade 7	Senior Mechanic, Equipment Operator I
Grade 6	Laborer/Driver, Mechanic
Grade 5	Heavy Laborer, General Maintenance Worker
Grade 4	Custodian

### Section 2: Schedule of Salaries for 2010

<u>Grade</u>	<u>40-Hour Week</u>
4	\$33,839 - \$42,403
5	\$37,232 - \$46,648
6	\$40,950 - \$52,847
7	\$45,051 - \$58,134
8	\$49,551 - \$63,948

### Section 3: Wages

1. The above salaries reflect 469 members received no increase in salaries for calendar year 2010.
2. 469 members on the Township's payroll on January 1, 2011 shall receive an across-the-board wage increase of one and one-half (1.5%) percent. Such wage

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increase shall be a minimum increase, provided that in the event any non-police union in the Township negotiates a wage increase for 2011 greater than 1.5%, taking into full consideration any and all offsetting financial and/or economic concessions that may be agreed to with such unions for 2011, then the members of 469 shall receive an equivalent increase for 2011.

## **Article 7. PERSONNEL RECORDS**

A new employee's pre-employment application, pre-employment physical examination results (if required), letters of reference and any other support documents are to be included in the personnel file. Employee attendance records are maintained indefinitely by the Township. All other personnel records are maintained for three years after an employee terminates and may then be destroyed. The employee has the right to duplicate these records prior to the file being purged. Documentation of verbal reprimands and written reprimands for lateness and absenteeism shall be removed from the personnel records after a period of one year provided no further occurrences of lateness or absenteeism occur during the one year period. The Township may remove any records permitted by law before the employee reviews a file. An employee may file a written response to any memorandum or document which is derogatory or adverse. Such response will be included in the personnel file attached to the document in question. An employee may request a copy of any material in the file. Personnel records will not be considered public and will not be revealed without the written permission of the employee. Exceptions to this are:

1. Salary at time of inquiry.
2. Title.
3. Date of hire.

**Article 8. LONGEVITY**

Longevity pay will apply to all employees after completion of five (5) consecutive years from date of first employment or prior public service. Longevity pay will be paid as a lump sum in the first pay period in November of each year on a pro-rated basis from the anniversary date to the date of payment according to the following schedule:

Service Time Completed

	<u>2010 &amp; 2011</u>
5 -9 Years	\$ 778
9 Years + 1 month to 14 Years	\$1,407
14 Years + 1 month to 19 Years	\$2,038
19 Years + 1 month & over	\$2,548

## **Article 9. HOLIDAYS**

### **Section 1:**

The following shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day

### **Section 2:**

Holidays that fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday.

### **Section 3:**

To be eligible for Holiday Pay, an employee must work or be on an approved leave the last working day prior to the Holiday and first working day after the holiday. Approved leave consists of sick, vacation and personal time.

### **Section 4:**

Employees shall have three (3) floating holidays. Employees who have completed a full year's employment with the Township will have one additional floating holiday.

## **Article 10. VACATION**

### **Section 1:**

The established vacation year is the calendar year, January 1 through December 31 each year.

### **Section 2:**

All full-time employees will be granted paid vacation leave each calendar year in accordance with the following schedule:

1. All employees shall be entitled to eleven (11) working days paid vacation, with vacation to be accrued monthly from the date of hire.
2. Employees with five (5) years or more of seniority but less than nine (9) years and one (1) month will be entitled to an additional five (5) working days of paid vacation for the year, totaling sixteen (16) working days paid vacation per year for such employees.
3. Employees with nine (9) years and one month or more of seniority will be entitled to an additional five (5) working days paid vacation resulting in a total of twenty-one (21) working days of paid vacation per year.
4. Employees with fifteen (15) years or more of seniority will be entitled to an additional three (3) working days paid vacation resulting in a total of twenty-four (24) working days of paid vacation per year.

### **Section 3:**

Vacation may be taken at any time during the year with approval in advance by the employee's Foreman. All requests for vacation for five (5) working days or more must be submitted to and approved by the Foreman not less than ten (10) working days before vacation begins. Vacation may be taken on a day to day basis.

### **Section 4:**

Permanent part-time employees' vacation time will be pro-rated on an hourly basis.

### **Section 5:**



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Vacation leave may be accumulated beyond that earned in a twelve-month period and carried over to the next calendar year. An employee may not carry over more than twenty (20) working days of unused vacation time.

**Section 6:**

Accrued vacation leave shall be compensated for when the employee is terminated, either voluntarily or involuntary, from the Township service. If termination occurs during the months of November or December of any calendar year and funds are insufficient to provide payment of all or part of the accrued vacation, then the Township may provide for payment of the remaining balance of accrued vacation for which funds are insufficient on the first regular payroll date in the following calendar year.

**Section 7:**

If a paid holiday falls within an employee's vacation period, it will not be counted as a day of vacation leave used.

**Section 8:**

No allowance will be made for sickness or other comparable type of absence occurring during a scheduled vacation.

**Section 9:**

Employees shall be given the choice of vacation based on seniority.

**Section 10:**

Any employee with prior public service that time shall be calculated to their date of employment.

## Article 11. SICK LEAVE

### Section 1:

Sick leave may be taken in the event of personal illness or illness in the immediate family that requires attendance by the employee, observance of quarantine, or as a result of a disabling injury. For purposes of sick leave immediate family shall include parent, spouse or child of the employee, or relatives residing in the employee's household. Sick leave may not be used to extend a holiday or vacation.

Any single-day incident of sick leave before or after a holiday or vacation must be supported by a physician's note, unless the Department Head is convinced that the incident is justified. If the Department Head waives the requirement for a note, a memorandum to that effect, giving the reasons, shall be attached to the employee's time slip covering the day in question.

All new full-time employees accumulate one hundred and twenty (120) hours of sick leave credit per year, pro-rated according to the date of hire. Part-time employees accrue credit on a pro-rated basis. Hourly employees are ineligible for sick leave credit.

During the calendar year, employees earn sick leave credit at the rate of 8.75 hours per month. The finance department will monitor employee's use of sick leave at the end of each pay period, deducting from the employee's wages any unearned sick time used. This procedure may be waived only by special request of the Department Head to the Manager because of unusual circumstances.

**Minimum Use of Sick Leave:** The smallest unit of time that may be charged to sick leave shall be a half (1/2) day, except for pre-scheduled medical appointments for which lesser amounts of time may be taken by advance permission of the Department Head.

**Accumulation of Unused Sick Leave Credits:** Unused sick leave credits may be accumulated and carried forward from year to year, to a total of fifty (50) working weeks accumulation.

If an employee retires or leaves the employ of the Township in good standing, he/she shall receive 50% of accumulated sick time to a maximum compensation in the amount of seven

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thousand dollars (\$7,000) or to the maximum of ten thousand dollars (\$10,000) at retirement. If termination or retirement occurs during the months of November or December of any calendar year and funds are insufficient to provide for payment of all or part of the accrued sick leave, then the Township may provide for payment of the remaining balance of accrued sick leave for which funds are insufficient on the first regular payroll date in the following calendar year.

**Section 2: Sick Leave Donation**

In the event that a Township employee has used all credited sick days, has used all other leaves; example: vacation and personal days, and has been approved for either an extended leave without pay or a temporary disability leave, said employee is eligible to receive sick leave donations. In either case, the absent employee shall have on file with the Township a doctor's note varying illness or disability.

Any other Township employee may voluntarily donate one (1) or more sick days to the absent employee during employee's absence. Either party, the absent employee or donor, may initiate this transfer. All donations shall be approved by the Township Manager and recorded by the Senior Account Control Clerk in Finance.

The following rules shall apply when this donation is initiated:

1. A donor may donate as many sick or vacations days as he/she wishes.
2. The factor that shall limit the number of days that a donee may receive is the number of days donated.
3. All donated day(s) shall be deducted from the donors total number of credited/earned hours.
4. At the time of transfer, the donated day(s) shall have no value except as a sick day. For example, if a person earning \$40,000 a year donated one (1) sick day to someone earning \$20,000 a year, it does not count as two (2) sick days. However, if a part-time employee donates a sick day to a full-time employee, that day shall count as a half day (1/2) for the full-time employee. Conversely, if a full-time employee donated one (1) sick day to a part-time employee, that shall count as two (2) sick days for the part-time employee.

**Article 12. BEREAVEMENT LEAVE**

In the event of a death in the immediate family, an employee, when scheduled to work, will be granted up to one calendar week off with pay. The term "immediate family" includes an employee's parents or legal guardians, spouse, children, grandparents, siblings, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other person living in the household of the employee.

In the event of the death of an employee's aunt, uncle, niece, nephew, or cousin an employee, when scheduled to work, will be granted one (1) day off with pay plus two (2) additional days if needed for travel in excess of 350 miles from home to the point of destination.

The Department Head may grant leave without pay for anyone else not included here for a length of time not to exceed three days.

If additional time is required an employee may use accumulated sick or vacation time upon approval by the Department Head and Township Manager.

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### **Article 13. LEAVES OF ABSENCE**

#### **Section 1: Military Leave**

A permanent employee who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training will be granted a leave of absence with pay for such period as provided by State Statute. Such leave will be in addition to regular vacation leave.

A full-time temporary or probationary employee who is a member of the National Guard or Naval Militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training will be granted a leave of absence with pay or without pay, depending on current State regulation.

Because of the requirement for annual field training, an employee must secure the Township's permission before joining or rejoining a National Guard, Militia or Reserve Unit, or must notify the Township of such membership prior to hiring.

#### **Section 2: Maternity Leave**

Maternity leave shall be governed by the applicable New Jersey and Federal laws including the Family Leave Act, N.J.S.A. 34:11B-1, et seq., and the Family Medical Leave Act, 29 U.S.C. Sec. 2601, et seq., as each may be applicable.

#### **Section 3: Paternity Leave**

Paternity Leave shall be governed by the applicable New Jersey and Federal laws including the Family Leave Act, N.J.S.A. 34:11B-1, et seq., and the Family Medical Leave Act, 29 U.S.C. Sec. 2601, et seq., as each may be applicable.

#### **Section 4:**

Any full-time employee with at least six months seniority may request a temporary disability leave without pay, subject to approval of the Township Council. An employee receiving temporary disability leave for up to six months shall continue to receive paid medical benefits while on leave. During any temporary disability leave for up to six months, the employee's pension account will be frozen and his anniversary date shall remain unchanged in computation of all compensation and benefits.

The procedure to be followed in requesting a temporary disability leave without pay shall be as follows:

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1. Employee to submit a written request to the Manager outlining the reasons for the request.
2. Employee must attach a doctor's statement that provides the following information:
  - a.) nature of disability,
  - b.) date the disability should begin,
  - c.) probable date disability will end,
  - d.) type of work employee will not be able to perform because of the disability,  
and
  - e.) type of work or activity the employee may perform while on disability leave.

The Township may dismiss an employee who accepts or performs other work for pay during a disability leave without the prior written consent of the Manager.

An employee who is on temporary disability leave may be assigned to duties in a different position or department if the employee's physician states there are no medical reasons not to make the temporary assignment, and if the employee is otherwise qualified for the assignment.

An employee may use all accrued sick leave and vacation time prior to taking temporary disability leave, or may take disability leave and reserve other benefits.

An employee may request a further six-month's temporary disability leave but such leave will be subject to approval by the Township Manager. Paid benefits and seniority will not be maintained during any extension of this time.

**Article 14. JURY DUTY**

**Section 1:**

Any permanent full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his daily rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify the Township Manager immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. No employee is attending jury duty during vacation and/or other time off from Township employment.
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

**Section 2:**

If, on any given day and employee is attending jury duty, he is released by the Court prior to 11:00 a.m., the employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

## **Article 15. WORK CLOTHES AND TOOL ALLOWANCE**

### **Section 1:**

Beginning on January 1, 2006, each employee shall receive an annual clothing allowance of \$645.00 at a clothing enterprise specified by the Township.

### **Section 2:**

All employees will be issued the following work clothes and safety equipment annually:

1. Two (2) pair of leather work gloves, twice a year.
2. Regular work gloves shall be given on an as needed basis.
3. Two (2) pair of insulated winter gloves.
4. \$310.00 allocated for safety shoes.
5. One (1) set of rain gear and rubber boots.

### **Section 3: Personal Tools**

Whenever mechanics or other employees are required by the Township to provide tools in the performance of their assigned duties, the Township will include such tools in its' insurance policies for loss or damage, and will name the employee who provides the tools as co-insured. In order for this insurance coverage to apply, employees must comply with the rules and procedures of the Township's insurance carrier, which will be provided to all employees in writing.

### **Section 4:**

Safety Glasses shall be issued to each employee yearly. If the employee wears prescription glasses the Township shall issue prescription safety glasses.



## **Article 16. GRIEVANCE PROCEDURE**

### **Section 1:**

A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties relating to any matter of terms or conditions of employment as expressed in this agreement.

### **Section 2:**

An aggrieved employee shall present his/her grievance within ten (10) working days of knowledge of its occurrence, or such grievance shall be deemed waived.

### **Section 3:**

#### **Step 1**

The employee and the steward, or the employee individually, but in the presence of the steward shall attempt to resolve the grievance with the General Foreman. In the event the grievance is not resolved the General Foreman shall take up the grievance orally with the Public Works Director. The Public Works Director shall answer the grievance orally within five (5) working days.

#### **Step 2**

If the grievant and/or the steward is not satisfied with the results of Step 1, then, within five (5) working days, the grievant or the steward must deliver the grievance in writing to the Township Manager who shall have five (5) working days in which to arrange a meeting between himself, the grievant and the steward or the grievant, individually, but in the presence of the steward. The written decision of the Township Manager shall be issued within five (5) working days of the meeting.

#### **Step 3**

If the grievant and/or the Union is not satisfied with the results of Step 2, then the Union, no later than the twenty-first (21<sup>st</sup>) calendar day after submitting the written grievance to the Township Manager, may bring the grievance to the New Jersey Public Relations Commission to be resolved according to its rules and regulations. The arbitrator is confined to the terms of this agreement and cannot add to, delete or modify the terms of agreement.

**Article 17. POSTING OF VACANCIES**

At least ten (10) days prior to filling any vacancies to existing positions or to newly created positions, the Employer agrees to post the vacancies on the bulletin board. In addition, the Employer agrees to post notification of positions advertised and tests given for positions within the Township. The Employer agrees to give preference to existing employees.

**Article 18. WORKER'S COMPENSATION AND DISABILITY BENEFITS**

The Township will provide worker's compensation as required by State Law for all employees injured while on the job.

Each employee disabled by an on-the-job injury shall be entitled to one week of leave at full pay for each full year of seniority. Calculation of seniority for this purpose shall include only service with East Windsor Township since date of last hire.

**Article 19. PENSION PLAN**

State law governs the amount to be deducted from employees salaries. Employees are required to enroll in the pension system as mandated by State law. This system provides retirement programs for public employees. All permanent employees must be enrolled in the Public Employees Retirement System (PERS) within four (4) months of their appointment. Employees enroll in the system through the Finance Directors Office.

## **Article 20. MEDICAL COVERAGE**

### **Section 1:**

Employees and their dependents become eligible for coverage the day they begin working for the Township.

### **Section 2:**

The Township shall provide each employee and their dependents retiring with twenty (20) years of Township service and having twenty-five (25) or more years of service credit in a State or locally administered retirement system or to employees who have retired or will retire on a disability pension or to employees who are at least age sixty-two (62) with at least twenty (20) years of service with the Township, fully paid health benefits in accordance with this Article.

### **Section 3:**

A. Until the new State Health Benefit plan is offered, the Horizon plan in place immediately before June 1, 2010 will apply.

B. Effective June 1, 2010, the State Health Benefits Program – Direct 15 Plan shall be offered to all full-time employees and dependents, with the Township paying one hundred (100%) percent of the premium. Employees shall have the option of buying up to the Direct 10 Plan, at their option, with the additional premium cost for such upgrade being deducted from such employee(s) as a payroll deduction.

**Article 20. MEDICAL COVERAGE (continued)**

**Section 3: (continued)**

C. The prescription card is provided through and in accordance with the State Health Benefits Program, which currently provides co-pays of \$3.00 generic; \$10 brand; \$5/\$15 mail order (90 day supply).

D. Vision Care - \$150 per year to be reimbursed for each employee, to the extent not covered by the NJDirect 15 Plan.

E. The Township shall pay one hundred (100%) percent of the premium cost for the State Health Benefits Program – Direct 15 Plan and the applicable State Health Benefits Program prescription card plan for all full-time employees, dependents and retiring employees.

F. Permanent part-time employees can enroll on a pro-rated premium basis, as the State Health Benefits Program rules may permit. This benefit is continued for all retiring employees.

G. Employees shall contribute 1.5% of base salary to premium, commencing May 21, 2010.

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**Section 4: Dental Plan/Comprehensive Coverage**

Offered to all full-time employees and dependents after six month of working with the Township. Optional plan in which Township pays fifty percent (50%) and full-time permanent employees pay fifty percent (50%) deducted from wages. Offered to permanent part-time employees on a pro-rated basis. This benefit is continued for retired employees who continue to pay their fifty percent (50%) share.

**Section 5:**

It is understood that the Township shall have the right to substitute medical insurance carriers provided the benefits are the same or better than those presently provided. The Township shall meet with the Union to discuss the change of carriers prior to the implementation of the decision.

Collective Bargaining Agreement between  
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**Section 6: Medicare**

Available to employees and their spouses over 65. Medicare provides primary coverage; balance of claims may be submitted for complementary coverage through employee's existing medical plan. Remaining balances must be submitted separately to the employee's major medical carrier, if any.

**Section 7:**

All employees may continue health coverage at termination other "qualifying" events, provided that the employee pays for it at the Township's group rates. This coverage can be extended for up to 18 months at termination or for up to 36 months for certain other events, such as divorce.

**Section 8: Life Insurance**

The Township shall provide life insurance in the amount of Ten Thousand Dollars (\$10,000.00) for the employee. The employee may elect to add an additional Ten Thousand Dollars (\$10,000.00) life insurance double indemnity policy and the additional premium shall be paid at fifty percent (50%) employee and fifty percent (50%) the Township. This benefit is not continued for retired employees.

## **Article 21. DEFECTIVE EQUIPMENT**

### **Section I:**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating conditions or equipped with safety appliance prescribed by law. It shall not be a violation of this Agreement where employee refused to operate such equipment, unless such refusal is unjustified.

All equipment which is refused by an employee because it is not mechanically sound or properly equipped shall be appropriately tagged so that the tag is readily observable by other employees, and the tag shall remain thereon until a qualified Township employee has remedied the complaint. A qualified Township employee shall remove the tag upon correction and the equipment shall thereupon be available for use.

Under no circumstance will an employee be required or assigned to engage in any activity involving dangerous conditions or work; or danger to person or property; or in violation of government regulation relating to safety of person or equipment.

The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.

### **Section 2:**

Employees shall immediately, or at the end of their shifts, report all defects in the equipment to their immediate superior. Such reports shall be made on a suitable form furnished by the employer and shall be made in multiple copies; one (1) copy to be retained by the employee. The Employer shall not make or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by a qualified Township employee, and the tag has been removed.

**Article 22. VOLUNTEER FIRE FIGHTERS AND  
RESCUE SQUAD MEMBERS**

**Section 1:**

An employee who is a member of an East Windsor Fire Company may be excused from duty, without loss of pay, whenever called to a fire. Any Township employee, who is a member of a volunteer fire department other than East Windsor's may be excused from duty without loss of pay, if called to respond to a fire in East Windsor or to a fire to which the East Windsor Department(s) responding on a mutual aid basis.

An employee in these categories, who has been engaged in fire fighting on the night before a working day during the hours from midnight to 6:00 a.m. may be excused from work without loss of pay for a time equal to the number of hours during which the employee was engaged in fire fighting. Administrative and non-emergency functions are excluded from this policy.

No disciplinary or discriminatory action will be taken against any employee for the sole reason of his participation in fire fighting.

**Section 2:**

If a volunteer member of a Rescue Squad responds to a call without having had been called as a back-up that employee shall use vacation time or personal time for such a response during working hours. If said volunteer is called as back-up that volunteer/employee may be excused from duty, without loss of pay, when responding to a call during working hours. Said employee/volunteer shall use discretion when a call needs response between 6:00 a.m. and the start of his/her work day, keeping in mind the policy about being called as a back-up only.



## **Article 23. COURT APPEARANCE**

### **Section 1:**

If an employee is required to appear in court because of some action arising out of that employee's proper conduct of Township business, including any incidents that may occur from the time of call-back to the completion of call-back that would require a court appearance, the employee will be compensated at the normal rate and in the normal manner for hours spending in connection with the court appearance. This section does not apply to civil or criminal court summonses that do not result from performance of Township duties. The Township Manager may approve full or partial payment of salary to an employee subpoenaed to appear in court under unusual circumstances, when such action would further a general civic interest.

### **Section 2:**

If an employee's assigned duties result in court action, the employee's appearance in court, and related activities, become part of the employee's duties.

### **Section 3:**

Any employee summoned to court in connection with Township duties must notify the Department Head immediately. The Department Head must immediately notify the Township Manager and Township Attorney.

### **Section 4:**

Legal defense or means for legal defense will be provided if the situation warrants this action in accordance with Chapter 2, Section 32 of the Revised General Ordinances of the Township of East Windsor.

**Article 24. GENERAL PROVISIONS**

**Section 1:**

All employees shall be supplied with accurate job descriptions.

**Section 2:**

The Employer agrees to keep an accurate, up-to-date record of unused vacation time and sick time for all employees.

**Section 3:**

Employees shall be reimbursed for the cost of job related courses provided that the courses and all costs are approved in advance, and provided that the courses are successfully completed.

**Section 4:**

It is agreed that representatives of the Employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance.

**Section 5:**

The Township shall provide an employee lunch room that shall have adequate seating, sink, microwave, etc. to be utilized and maintained by the employees.

**Section 6:**

The Township shall provide adequate restroom facilities including a wash-up area.

**Section 7:**

The Township shall adhere to all Public Employee OSHA Standards in regards to weight limits for lifting, etc.

**Section 8:**

Except for a loss of license for a conviction of the provisions of N.J. S.A. 39:4-50 through 39:4-51, should a driver suffer a revocation of his driving license for a period not in excess of 12 months, his seniority will be protected. In the event of a driver's loss of license for a conviction of N.J.S.A. 39:4-50 through 39:4-51, seniority shall be protected for six (6) months. If there is a position available where driving is not required, that position shall be offered to the

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employee who lost his license until the revocation is fulfilled. If the position is at a lower pay grade, the employee will be considered to have accepted a voluntary demotion. The employee shall remain at the same rate of pay unless the employee's pay would exceed the maximum limit established for the position classification. In the event the employee's pay does exceed the maximum limit established for the position classification, the employee's pay shall be reduced to the maximum level. The Township has the right to discharge an employee for violating N.J.S.A. 39:4-50 through 39:4-51 while on duty and for the loss of license in excess of 12 months.

**Section 9:**

The Township shall pay for all physicals required by the Department of Transportation to comply with Commercial Drivers License laws and regulations.

**Section 10:**

The Township shall reimburse employees the monetary difference between a standard drivers license and a Commercial Drivers License, including any and all endorsements.

**Section 11: Travel Expenses**

1. Any expense incurred by an employee having a direct bearing on Township business is reimbursable. Said expenses shall be reimbursed only if prior approval from the Township Manager has been obtained.
2. A voucher must be submitted for payment accompanied, whenever possible, by receipts or other proof of outlay and a statement of the reason for the expenditure.
3. When an employee attends a business related conference or seminar, the provisions of this Article will normally govern. However, if an employee is assigned to undertake business travel for a specific purpose, a higher rate of reimbursement may be approved in advance by the Township Manager.
4. Bargaining unit members may be excused from work in order to attend conferences of their professional associations and other programs designed to enhance their ability to perform their duties for the Township. This policy is intended to address any workshops, seminars or training sessions involving more than a day-trip from the Township area.
5. The Manager may approve absence related to conference attendance for specific dates, not to exceed three (3) days in the case of the New Jersey League of

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Municipalities Conference and no more than five (5) days in the case of an out-of-town professional conference.

6. When out of town travel is necessary, absence beyond the actual dates of conference attendance may be approved under the following circumstances:
  - a. If arriving for the first official conference event which does not include social events at which the conduct of business forms a minor or negligible part of the program would require the individual to leave home earlier than 6:00 a.m.; or
  - b. If leaving after the last official conference event which does not include social events at which the conduct of business forms a minor or negligible part of the program would require the individual to arrive home later than 10:00 p.m.; or
  - c. If travel on other dates would be less expensive to the Township either because of group charters or special flight rates, or land transit that might require a longer absence; or
  - d. If the employee has prior approval to attend training or other sessions that precede or follow the conference.

7. Conference attendees are expected to take advantage of the lowest rates available by whatever means -- through group travel or through land rather than air transportation, wherever feasible -- if the Township is going to pay for their expenses.

8. The maximum total expenses for which an employee will be reimbursed is eighty-five dollars (\$85.00) per day. This amount is not a "per diem" payment but the maximum that will be reimbursed, regardless of whether the employee's expenses were higher. If an employee, for whatever reason, is able to take advantage of free accommodations rather than stay at a hotel, the maximum reimbursement will be reduced to forty dollars (\$40.00) per day.

9. The eighty-five dollars (\$85.00) per day reimbursement is based on the assumption that an employee attending a conference is able to share a ninety-five dollar (\$95.00) room with another conference attendee, and is able to cover adequate but not fancy meals and incidental expenses with the remaining thirty-five dollars (\$35.00) per day. The Township will not reimburse for alcoholic beverages.

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10. An employee traveling on Township business rather than attending a conference may make arrangements in advance with the Township Manager for reimbursement at a higher rate, in accordance with this Article.

11. Reimbursement of expenses by the Township shall be by approval of a voucher which shall be accompanied by a report on the conference by the attendee, on forms available from the Manager's office. The summary of expenses generally follows the format below:

1. Hotel (with receipts)
2. Meals (receipts where required)
3. Total expenses
4. Total expenses
5. Eighty-five dollars (\$85.00) x number of full days of  
conference
6. Reimbursement = 4 or 5, which ever is lower.

12. Reimbursement shall be for the total expenses or for eighty-five dollars (\$85.00) x number of full days of the conference, whichever is lower.

9. Travel, registration and other special costs are not included in the eighty-five dollars (\$85.00) maximum and would be itemized as separate costs.

**Section 12: Vehicle Use and Mileage Reimbursement**

A Township vehicle should be used whenever possible for official business. The Township vehicle are assigned to administrative staff personnel and inspectors but may be used by other employees as needed and when available. An employee may only use a private vehicle to conduct Township business with permission from the employee's Department Head when there is no Township car available. Employees who, through necessity, must use their private automobiles for Township business, are eligible for reimbursements for mileage at the rate of twenty six (.26) per mile.

Mileage may be charged under the following circumstances:

1. To conduct Township business when no Township car is available.
2. To attend a meeting pertaining to Township business during off hours, in the evenings, holidays or weekends.
3. To attend training or school sessions related to the job whenever the Township sends an employee as a job requirement.

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To receive reimbursement, an employee must complete a voucher whenever such mileage expenses exceed Five Dollars (\$5.00) and/or not more frequently than once a month. If an employee does not incur expenses of more than Five Dollars (\$5.00) in a three (3) month period, then a voucher of less than Five Dollars (\$5.00) will be accepted.

## **Article 25. UNION BUSINESS AND VISITATION**

### **Section 1:**

Officers of the Local Union may, during working hours and without loss of pay:

1. Investigate and confer on grievances and disciplinary actions.
2. Post notices on the Union bulletin board.
3. Meet and confer with representatives of Teamsters Local Union No. 469.

### **Section 2:**

Representatives of Teamster Local Union No. 469 may enter the Employer's premises for the purpose of investigating and/or conferring on grievances and disciplinary actions. The visitation shall only be allowed after the supervisor of the particular work location is notified of the visit.

### **Section 3:**

Any and all Union business or visitation shall be subject to the limitation that it shall not interfere with the normal operation of the employer's facility, and the right to conduct Union business during working hours shall not be abused.

### **Section 4:**

The Employer shall maintain a bulletin board in the employee's locker room for the exclusive use of the Union.

**Article 26. EQUAL TREATMENT**

All employees shall be treated equally regarding terms and conditions of employment, and there shall be no discrimination on account of race religion, color, sex, age, nationality, marital status, political affiliation, Union membership or Union activities.

**Article 27. MAINTENANCE OF EXISTING CONDITIONS**

It is the intent of the Employer and the Union that any presently existing mandatory working conditions (e.g.: personnel policy) are to remain in full force and effect, except as specifically modified by this Agreement.

**Article 28. DRIVE AUTHORIZATION AND DEDUCTION**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.



**Article 29. SEPARABILITY AND SAVINGS**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

**Article 30. FULLY-BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The Township agrees not to make any unilateral changes in negotiable terms and conditions of employment.

**Article 31. MANAGEMENT RIGHTS**

**Section 1:**

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Township after advance notice thereof to the employees.
4. To hire all employees, to promote, transfer, assign, or retain employees in positions within the Township.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

Collective Bargaining Agreement between  
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**Section 2:**

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws of New Jersey and of the United States.

**Section 3:**

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq., or any other National, State, County or Local law or regulation.

**Article 32. MAINTENANCE OF WORK OPERATIONS**

**Section 1:**

The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

**Section 2:**

The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment to the United States Constitution.

**Section 3:**

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

**Section 4:**

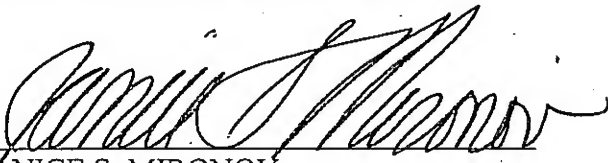
The Township agrees that it will not engage in the lock out of any of its employees.

Collective Bargaining Agreement between  
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**Article 33. DURATION OF AGREEMENT**

The parties agree that negotiations for a successor Agreement modifying, amending, or altering the terms or provisions of this Agreement shall commence by September 1, 2011. In the event no successor Agreement is completed, ratified and executed before December 31, 2011, the present Agreement will continue in force until said successor Agreement has been ratified and executed.

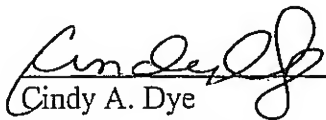
**EAST WINDSOR TOWNSHIP**

  
\_\_\_\_\_  
JANICE S. MIRONOV  
MAYOR

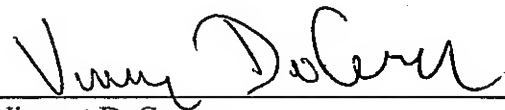
**TEAMSTER'S LOCAL UNION NO. 469**


  
\_\_\_\_\_  
FREDRICK P. POTTER

Attest:

  
\_\_\_\_\_  
Cindy A. Dye  
Municipal Clerk

**NEGOTIATING COMMITTEE**

  
\_\_\_\_\_  
Vincent DeCesare

  
\_\_\_\_\_  
Peter Genthe

Date: \_\_\_\_\_

# EAST WINDSOR TOWNSHIP

Office of the Township Manager

Memorandum

TO: VINCENT DeCESARE, SHOP STEWARD

FROM: ALAN M. FISHER, TOWNSHIP MANAGER

DATE: DECEMBER 13, 2010

RE: CONTRACT ADDENDUM

East Windsor Township and Teamster Local Union No. 469 agree to the following as part of the negotiations of the 2010 – 2011 Collective Bargaining Agreement:

1. For 2010 calendar year, the Township shall not impose any layoffs, furloughs, or outsourcing of 469 members or their duties. In addition, for the 2010 calendar year, the Township shall impose no demotions or downgrades of 469 members, absent disciplinary proceedings for cause.
2. This Collective Bargaining Agreement is without prejudice to any pending grievances that may have been filed by or on behalf any 469 members, or to the Township with respect to layoff decisions made prior to this Collective Bargaining Agreement.

While not included in the Collective Bargaining Agreement, the parties intend to be bound by this Contract Addendum. The Collective Bargaining Agreement does not supersede nor negate the terms of this Contract Addendum.

Please sign below to acknowledge your acceptance of these understandings as the basis for concluding our negotiations of the successor agreement. The Township's acceptance is acknowledged by my signature below.

  
EAST WINDSOR TOWNSHIP

  
TEAMSTER LOCAL UNION NO. 469

cc: Mayor Janice S. Mironov & Council Members